

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
BOARD OF COMMISSIONERS

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

## REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 03-195

Lancaster County intends to enter into a contract and invites you to submit a sealed proposal for:

### SECURITY ELECTRONIC CONTROL SYSTEM ANALYSIS FOR THE LANCASTER COUNTY CORRECTIONS FACILITIES

#### MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

A pre-proposal **site visit is scheduled for 9:30 A.M., Tuesday, August 5<sup>th</sup>, 2003** at the Intake and Detention Facility (Jail), 605 So. 10<sup>th</sup> Street. All interested proposers are strongly encouraged to attend.

Sealed Proposals will be received by Lancaster County, Nebraska on or before 12:00 noon **Wednesday, August 20<sup>th</sup>, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the conference/bid room located on the Ground Floor.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered

#### COMMISSIONERS

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BERNIE HEIER \* LARRY HUDKINS \* RAY STEVENS \* DEB SCHORR \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
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*BOARD OF COMMISSIONERS*

## PRE-PROPOSAL CONFERENCE ATTENDANCE REGISTRATION **REQUEST FOR PROPOSAL SPECIFICATION #03-195**

### **SECURITY ELECTRONIC CONTROL SYSTEM ANALYSIS FOR LANCASTER COUNTY CORRECTIONS**

If YOU ARE INTERESTED IN PARTICIPATING in our solicitation for proposals YOU MUST complete the following registration for the pre-submission conference and **return via fax or mail by 4:30 p.m. (CT), July 30<sup>th</sup>, 2003 (email notification is also acceptable).**

COMPANY NAME: \_\_\_\_\_  
COMPANY ADDRESS: \_\_\_\_\_ CITY,  
STATE, ZIP: \_\_\_\_\_  
PERSONS ATTENDING: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ EMAIL  
ADDRESS: \_\_\_\_\_

**Return to: City/County Purchasing Division, "K" Street Complex (SW Wing), 440  
So. 8<sup>th</sup> Street, Suite 200, Lincoln, NE 68508  
FAX: (402) 441-6513 email: [ksmith@ci.lincoln.ne.us](mailto:ksmith@ci.lincoln.ne.us)**

All interested Proposers attending the mandatory pre-proposal conference will receive copies of addendums and any further information distributed about the project.

The pre-submission conference will be held at the:

***Intake and Detention Facility (Jail)***  
605 So. 10<sup>th</sup> Street  
**at 9:30 A.M., Tuesday, August 5<sup>th</sup>, 2003.**

#### COMMISSIONERS

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DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

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# **INSTRUCTIONS TO PROPOSERS**

Lancaster County, NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the envelope or container.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

## **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

## **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **8. EVALUATION AND AWARD**

8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.

8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.

8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

8.4 **The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.**

8.5 A committee will be assigned the task of reviewing the proposals received.

1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.

8.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

#### **9. INDEMNIFICATION**

9.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

9.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **10. TERMS OF PAYMENT**

10.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **11. LAWS**

11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **PART I**

## **PROPOSAL REQUIREMENTS**

1. **BOND REQUIREMENTS:** None
2. **INSURANCE REQUIREMENTS:** See "Insurance Requirements for All County Contracts".
3. **SAMPLE CONTRACTS:** The enclosed contract, proposal and addenda provided to the County by the Contractor shall comprise the entire contract of the parties.
  - 3.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
  - 3.2 All other expenses incurred in the implementation and operation of the services provided not mentioned herein shall be borne by the contractor.
  - 3.2 Any and all contractual agreement(s) generated as an outcome of this RFP process not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners.
4. **CONTRACT TERM:** Shall be negotiated between the Successful Proposer and Lancaster County and shall be mutually agreeable.
5. **INQUIRIES FOR INFORMATION:**
  - 5.1 Program Related: Terry Weber, Superintendent  
County/City Building  
605 So. 10<sup>th</sup> Street  
Lincoln, NE 68508  
(402) 441-8916  
Email: [tweber@ci.lincoln.ne.us](mailto:tweber@ci.lincoln.ne.us)
  - 5.2 Solicitation Related: Kathy Smith, Assistant Purchasing Agent  
"K" Street Complex, Suite 200  
440 So. 8<sup>th</sup> Street  
Lincoln, NE 68508  
(402) 441-8309  
Email: [ksmith@ci.lincoln.ne.us](mailto:ksmith@ci.lincoln.ne.us)

# PART II

## SPECIFICATIONS

### PURPOSE, BACKGROUND, SCOPE OF SERVICE

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to provide prospective vendors/providers here and after referred to as "Proposer/s", with information to enable them to prepare and submit a proposal (Offer) for providing **Security Electronic Control System Analysis for Lancaster County Corrections** to meet the needs of the Lancaster County Board of Commissioners, Lincoln NE, here an after referred to as "County".
2. **BACKGROUND:** Located in the City of Lincoln, NE, Lancaster County Correctional Department constructed a 125,000 square foot intake & Detention Facility (Jail).
  - 2.1 This maximum security facility, at 605 So. 10<sup>th</sup> Street, began construction in 1989 and was completed in 1991.
    - 2.1.1 Facility Description. The Jail is a four-story podular structure adjacent to and connected to the local courtrooms and law enforcement.
      - 2.1.1.1 The ground level includes law enforcement and Corrections parking, food services , and a secure vehicular entrance for street arrests by law enforcement.
      - 2.1.1.2 An elevator is used to transport street arrests to the main level booking area.
      - 2.1.1.3 The main level includes booking, administration, laundry, maintenance, and warehousing space.
      - 2.1.1.4 Second and third floors hold the 2-level housing units, medical, programs and transport functions.
    - 2.1.2 Facility Capacity. The Jail is a maximum security facility housing offenders of various classifications and is rated for 237 beds. This includes 175 single bunk cells and 31 double-bunk cells (not all cells have intercoms in them).
      - 2.1.2.1 The facility routinely has been at or over capacity for the last two (2) years.
      - 2.1.2.2 Current population is averaging 270 inmates per day with peaks as high as 312.
      - 2.1.2.3 Side Note: the Corrections Department also operates a 136-bed minimum security work release facility for sentenced population.
    - 2.1.3 Facility Design. The Jail facility has been designed so most services are delivered to the offender in the housing unit to limit movement.
      - 2.1.3.1 Meal service, initial medical contacts, medications, most programs, exercise, mail and visitation all take place without the offender leaving the housing unit.
    - 2.1.4 Pod Design. The facility has two (2) direct supervision general population pods of 60 beds each; 48 cells in each pod with 12 cells each double bunked.

- 2.1.4.1 Two (2) towers indirectly supervise 2 pods each of 14 to 34 beds including reception, special needs, female, and segregation units.
- 2.1.4.2 The facility also has a 15-bed workers unit which receive intermittent supervision by correctional staff.
- 2.1.4.3 For the last two (2) years, one exercise area has been routinely utilized as an additional housing unit for up to 16 male offenders.
- 2.1.4.4 On occasion, the woman's exercise area is also used to house women offenders, if the population exceeds capacity.

### **3. DESCRIPTION OF PRESENT SYSTEM:**

- 3.1 There are seven (7) stations that control doors, intercoms, and cameras. These include:
  - 3.1.1 Intake and Booking - operates doors, intercoms, and cameras. It also has the ability to record at least one (1) camera location at a time.
  - 3.1.2 Central Control - has two (2) stations. One near the public area which has the ability to operate doors, intercoms, and cameras and one located in the main area for operation of the Control Center which operates doors, intercoms and cameras.
  - 3.1.3 A-Tower - Operates doors, intercoms, and cameras.
  - 3.1.4 B-Tower - Operates doors, intercoms, and cameras.
  - 3.1.5 C-Pod - Operates doors and intercoms.
  - 3.1.6 D-Pod - Operates doors and intercoms.
- 3.2 All doors are controlled by a relay and switch system that operates the door locks.
- 3.3 All cameras are controlled by a keyboard in which you enter the number of the camera for call-up.
- 3.4 The intercom system is operated using touchscreen units to call and answer intercom stations.
  - 3.4.1 Cameras associated with specific intercoms are called up automatically to identified monitors when the intercom is answered for an incoming call.

### **4 IDENTIFIED CHALLENGES:**

- 4.1 The existing electronic security system is obsolete, dating from the late-80's technology.
  - 4.1.1 Most critical are the touchscreen units that answer and call-up the intercom stations.
    - 4.1.1.2 The touch-pad and key components are no longer available and cannot be repaired as parts are not available.
  - 4.1.2 Currently, one (1) touchscreen unit is inoperable (the only back-up unit) - the malfunction of additional touchscreen units will result in areas being operated without communications to individual cells and significantly degrade operational security.

- 4.2 Cameras and monitors have been added over the years. While there is room to add additional intercoms and cameras, the monitors and multiplex units operating them are inadequate.
  - 4.2.1 Monitors have been added when additional cameras have been installed; however, they are not integrated into a well functioning system.
  - 4.2.2 Due to this poor integration, Control Center and Tower Staff are required to perform multiple tasks to complete a single activity.
- 4.3 Conclusion. The existing system, even if capable of expansion, will not likely integrate with state-of-the-art technologies available today.
  - 4.3.1 The Intake and Detention Facility requires a system designed with modern technology capable of expanding with new technology in the future accommodate safe, effective, and efficient security operations.

**5 IMPORTANT CONSIDERATION:** Interested Proposers should be aware Lancaster County is also in the process of recruiting a pre-architectural design consultant.

- 5.1 ***The intent of this separate project is to begin the process of construction of a significant physical plant addition to the existing Intake facility.***
- 5.2 The Proposer selected in this security system review RFP will be expected to anticipate security system needs in any such physical expansion project and include this in their design (i.e., adequate expansion capacity, etc.).

**6. SCOPE OF SERVICES:** The Lancaster County Corrections Department desires a qualified, experienced security consultant to perform a detailed investigation of the following:

- 6.1 EXISTING SYSTEM: A complete inventory and evaluation of the hardware, software and wiring of our existing system
  - 6.1.1 A detailed analysis of the efficiency, useful life and condition of the existing system.
  - 6.1.2 Analyze the shortcomings of the existing system and determine the requirements of a replacement system, including adequate expansion.
  - 6.1.3 Review and document the existing security systems and practices currently being utilized by County Corrections.
    - 6.1.3.1 Perform site visits to departmental facilities in order to evaluate their existing systems.
    - 6.1.3.2 Interview key staff members regarding daily operations and security procedures.
- 6.2 NEW SYSTEM:
  - 6.2.1 Meet with corrections staff at both locations, discuss and compile requirements and desired functions for a new security system.
  - 6.2.2 Introduce Corrections Staff to current technologies available in the market that may enhance security and operational functions of the intake facility.

- 6.2.3 Design a non-proprietary system using off-the-shelf programmable logic controllers and software to accommodate the County needs.
- 6.2.4 Discuss and develop system options and control schemes and review with Corrections staff.

6.3 *BID PREPARATION AND CONTRACTING:*

- 6.3.1 Prepare a bid specification, coordinate with County Purchasing and Corrections to insure standard terms & conditions and contract documents are utilized.
- 6.3.2 Conduct a pre-bid conference with interested electronics contractors in conjunction with County personnel.
- 6.3.3 Assist the County in analyzing the bid responses (County personnel will conduct the bid opening and prepare a tabulation).
- 6.3.4 Provide a written analysis of the bid responses and a recommendation to the Lancaster County Board (Purchasing staff will coordinate with the Board for approval and handle all contracts/purchase orders, etc.).
- 6.3.5 Complete shop drawing review process.
- 6.3.6 Manage the project flow including the receipt of equipment, installation of the security system, testing and the final approval of the operational system.

# **PART III**

## **PROPOSAL SUBMISSION REQUIREMENTS**

### **7. GENERAL INFORMATION AND SCHEDULE:**

- 7.1 For the purpose of this request the security electronic system shall consist of the following general areas including all wiring, software and hardware integration: door control & monitoring, card access, door movement & intercom, sound monitoring, security intercom, video surveillance, digital video recording, duress alarm, perimeter fence detection guard tour, video visitation, and related areas.
- 7.2 The County is also interested in investigating a security system capable of integrating the following into the system operation: PC-based touch screen, hardwired industrial switch panels, and membrane panels, as-well-as any new technology currently tested and on the market.
- 7.3 Any new hardware and software proposed shall be non-proprietary in nature to insure the County access to parts, upgrades, enhancements, and software from sources other than the original installer.

### **8. QUALIFICATIONS OF THE PROVIDER:**

- 8.1 Consultant shall have a proven track record of successful correctional facility analysis and design of complete security electronic systems.
  - 8.1.1 This experience shall include at least five (5) successfully completed projects in the last three (3) years.
  - 8.1.2 The County desires specific experience in planning, design and engineering of integrated security systems for police stations, county jails, and both juvenile and adult facilities from minimum to maximum security.

### **9. RESPONSIBILITY AND TASKS**

- 9.1 The County intends to implement security measures and procedures based on the assessment, recommendations, specifications and priorities provided by the Consultant.
  - 9.1.1 Final reports shall contain recommendations regarding minimal security standards for Lancaster County Correctional Department, facility-specific enhancements where requested, technical specifications and a prioritized implementation plan.
  - 9.1.2 The prioritization of the implementation plan shall be based upon immediate security needs and County Corrections ongoing building and projected future project efforts.
  - 9.1.3 The implementation of facility upgrades shall be based upon a developed set of base specifications that are capable of being built upon in order to account for the need of increasing levels of security.

9.2 DELIVERABLES: At the end of each task the Consultant shall:

- 9.2.1 Document existing conditions and operations.
- 9.2.2 Organize the information obtained from research, interviews and observation.
- 9.2.3 Analyze and summarize the data collected to meet short-term and long-term needs as related to the facility security and its functions.
- 9.2.4 Develop an implementation plan for security enhancements, and/or new equipment/software/hardware; including a time-line.
- 9.2.5 If appropriate develop Technical Specifications that are suitable for design/install for each security system proposed.
- 9.2.6 If applicable, provide the type of system, facility and features of a central monitoring system.

9.3 SUMMATION PROCESS: At the end of each task the Consultant shall provide 5 copies of all deliverables, in printed report form and electronic form, including final record compact disc.

- 9.3.2 Each deliverable shall be initially submitted as a draft. The Project Team will review the drafts and provide the Consultant with feedback. The Consultant will incorporate said feedback and submit 5 copies of the final deliverable to the County's Project Team Leader.

**10. SPECIFIC/SPECIAL REQUIREMENTS:**

- 10.1 The focus of the Security Study is to record and assess the existing security measures, provide recommendations regarding improvements develop 'base' specifications suitable for design/build by qualified security system vendors, and prepare a short term and long term implementation plan.
- 10.2 The current security measures are to be evaluated for appropriateness and quality. The Consultant shall not only provide recommendations but also determine the short and long term cost effectiveness of each proposed option.

**11. EVALUATION CRITERIA:** Lancaster County shall consider the following criteria when determining the minimum (general) criteria of each proposer's response;

- 11.1 Does the Proposer demonstrate an understanding of County's needs and proposed approach to the project?
- 11.2 Does the Proposer possess the ability, capacity, skill, and financial resources to provide the service?
- 11.3 Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes in a timely manner?
- 11.4 Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- 11.5 Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its' team members) otherwise demonstrated its capability to perform the contract the County seeks to establish through this RFP?
- 11.6 Is the Proposer's offer to perform the work at a fair and reasonable cost?

**12. OFFER/PREPARATION AND SUBMISSION:** Consultants offer shall contain the following:

12.1 Management Summary : Provide a cover letter indicating the underlying philosophy of your firm in providing the service.

12.2 Capacity and Experience: (past 5 years) Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

12.2.1 Provide a listing of all previous customers during the past five years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

Client name, address, and current telephone number  
Description of services provided  
Time period of the project or contract  
Dollar of consulting contract  
Client's contact reference name and current telephone number

12.3 **Failure to provide the above information with the RFP will result in the Proposer being automatically disqualified and the RFP will not be considered.** The County reserves the right to contact any and all references to obtain, without limitation, the following information regardless of Proposer's performance on the listed jobs:

12.4 Compensation and Cost Data: Provide the cost breakdown for which your firm will provide the work described in this Request for Proposal, including hourly fee schedule for all personnel providing services under this contract.

12.4.1 The successful proposer will be required to submit an hourly, not to exceed proposal for each phase of the Project, once the contractor has established a complete scope and as approved by the County.

12.4.2 All direct costs (such as printing, shipping, phone charges) shall be included in the hourly rates. Travel expenses will be reimbursed based upon a mutually agreeable table of 'Comprehensive Travel Reimbursement'.

12.5 Business Plan: Describe in detail how the service will be provided. Include:

12.5.1 Description of the proposed contract team, and the role to be played by each member of the proposed team,

12.5.2 Detailed plan of approach (including major tasks that shall be provided)  
Proposed service quality program

12.6 Key Personnel: Attach resumes of all members of the Contractor's team that are to provide services to this account.

12.7 Acceptance of Conditions: Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

**13. SELECTION PROCESS:** Selection shall be made from proposer(s) deemed by the evaluation committee to be fully qualified and best suited among the submitted responses on the basis of the evaluation factors listed herein.

- 13.1 The County will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements.
- 13.2 The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are potentially acceptable and acceptable.
- 13.3 The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the County may request presentations by Proposers, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.
- 13.4 The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Proposer's performance on previous projects. A uniform sample of references will be checked for each short-listed Proposer.
- 13.5 Negotiation of the program details, space, etc., shall be conducted with the selected proposer(s).
- 13.6 The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and proposal received and including all negotiated details.

# SEALED RFP SPECIFICATION NO. 03-195

RFP OPENING TIME: 12:00 NOON  
DATE: Wednesday, August 20<sup>th</sup> , 2003

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any proposer to receive any addenda or interpretation shall not relieve the proposer from obligations specified in the RFP request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

## SECURITY ELECTRONIC CONTROL SYSTEM CONSULTING SERVICES

LUMP SUM TOTAL - as per enclosed specifications \$ \_\_\_\_\_

Written: \_\_\_\_\_

Attach a summary of employee hours by discipline (including hourly rates) and total estimated hours and expenses.

**NOTE: RETURN 6 COMPLETE COPIES OF RFP OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF RESPONSE ENVELOPE AS FOLLOWS: SEALED RFP FOR SPEC. NO. 03-195**

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

Email: \_\_\_\_\_

# PROPOSER QUESTIONNAIRE

This questionnaire shall be completed and submitted along with (10 complete sets) of the following information:

1. Your Price Proposal
2. Letter from equipment manufacturer
3. Letter detailing project personnel qualifications and experience
4. Any confidential, separately bound, information

Fill in the blanks, attach additional pages if necessary. Reference each attachment by number and elaborate or expand as desired.

- A. **KEY CONTACT:** List your designated key contact who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the Owners:

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
LIST DISTANCE (if not in Lincoln) : \_\_\_\_\_ approx. no. of miles from City/Co bldg.  
NUMBER OF YEARS WITH YOUR FIRM: \_\_\_\_\_ In Industry: \_\_\_\_\_

- B. **REFERENCES:** Provide references for three **Correctional Security System Implementations** that you have successfully completed. The owners would prefer to have references for governmental facility programs:

B.1 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PROJECT DATES: \_\_\_\_\_ EST. SECURITY SYSTEM COST: \_\_\_\_\_

B.2 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PROJECT DATES: \_\_\_\_\_ EST. SECURITY SYSTEM COST: \_\_\_\_\_

B.3 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PROJECT DATES: \_\_\_\_\_ EST. SECURITY SYSTEM COST: \_\_\_\_\_

- C. **CORPORATE BACKGROUND:**

C.1 List the Operating and/or registered name of the Company if different than the name of the company on the signature block of this offer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C.2 List head office address, if different than the address listed on the signature block of this offer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C.3 Provide a brief history of the company:

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C.4 Provide an organization chart indicating individuals or positions and management structure:  
(This may be provided on a separate sheet labeled "Organizational Chart".)

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**COMPANY NAME**

---

**DATE**

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**BY (Signature)**

---

**(Print Name)**

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# INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*

**SAMPLE OF PARTIALLY COMPLETED  
CONTRACT**

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**PROFESSIONAL SERVICES TO:**

**NAME**

# AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO/FOR LANCASTER COUNTY, NEBRASKA

THIS AGREEMENT, executed in triplicate, between the Lancaster County, Nebraska, hereinafter called the "County", and **NAME, ADDRESS**, hereinafter called the "Contractor".

WHEREAS, the County desires SERVICE, and

WHEREAS, the Contractor has technical knowledge of SERVICE, and

WHEREAS, the County advertised publically it's desire to hire a consultant to assist them in performing a SERVICE as per our Request for Proposal (RFP) **Specification #\*\*-\*\*** (opened DATE), and

WHEREAS, the Consultant responded to our solicitation and was ranked as our top choice from the responses received to assist the County in the services outlined to in the specifications.

NOW THEREFORE, the parties hereto mutually agree as follows:

## **SECTION I -- SCOPE OF SERVICES**

The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services as listed herein and detailed in **Exhibit A - "SCOPE OF SERVICES"**.

A. Services shall begin with the ratification of this agreement and the Contractor shall make delivery of the final reports by **FINAL DATE**.

B. All data collected and prepared by the Contractor for the County shall be

*or transferred electronically to the County in format with the appropriate hard copy layout for use with software system purchased by the County.*

C. PROJECT DETAILS

D. PROJECT DETAILS

E. *Further description of the services to be performed is listed in "Exhibit A" and detailed in the RFP Respond "Exhibit B", also included in this contract are the specifications "Exhibit C" and "Exhibit D" - Interview Questions and Answers and Final Price Negotiation Documents.*

## **SECTION II -- COMPENSATION**

For the services covered by this Contract, the County agrees to pay the Contractor the fees listed, complete including all out-of-pocket expenses, as follows:

### **2.1 Base Services**

Includes:

## 2.2 **Optional Services**

Includes:

## 2.3 **Expenses to be reimbursed at the following rates**

Includes:

**TOTAL PROFESSIONAL SERVICES FEE:** \$\_\_\_\_\_

2.4 Contractor will invoice the County for professional services rendered during the progress of the work. Progress invoices, up to 90% of the total fee, will be issued as the work is performed and the balance, 10% will be invoiced with delivery of the final reports.

2.5 Payments to the Contractor shall be made within 30 days after billing is received by the County and authorized by the County designated Project Manager.

## **SECTION III -- COUNTY'S RESPONSIBILITIES**

The County will furnish, as required for the work and not at the expense of the Contractor, the following items:

- 3.1 Office desk space for the Contractor during the time when the Contractor is working with the County on site.
- 3.2 Access to key County employee contacts for the coordination for a kickoff meeting.
- 3.3 Letter of introduction to assist Contractor's staff in conducting the field inventory and to announce the general purpose and time frame of the project.
- 3.4 Contractor will utilize existing records, as provided by the County, to perform the security system inventory. County will provide a copy of its most updated capital asset data in advance of the project fieldwork.
- 3.5 Contractor will work cooperatively with the County to develop an accurate accounting and pertinent security infrastructure.

## **SECTION IV -- OTHER MATTERS**

It is mutually understood and agreed:

- 4.1 Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice of intent to cancel via U.S. Post Office Certified Mail - Return Receipt Requested - to the Consultant of such termination and specifying the effective date thereof postmarked, at least fifteen (15) days before the effective date of such termination.

- 4.1.1 The Consultant shall be offered a fifteen (15) day period for cure of deficiencies prior to cancellation. If the County is not satisfied with the cure after the fifteen (15) day waiting period (which may coincide with the waiting period as stated herein), the contract shall be cancelled immediately upon County's written notice.
- 4.1.2 In the event of termination the County shall be entitled to all documents and information gathered pursuant to this agreement, which shall include but not be limited to the documents and information described in Specification and Contractor's Response.
- 4.1.2 Upon termination the County shall only be liable for services provided by Contractor in a satisfactory manner, pursuant to the terms of the agreement, at the time of termination.
- 4.2 Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County.
- 4.3 County's Project Manager. The Lancaster County \_\_\_\_\_ will act as the County's authorized representative for this project, who will have direct and responsible charge of the project. All changes in scope, schedules, interpretation of specifications and other matters requiring decisions on the part of the County will be made by the County Project Representative **and approved by the Lancaster County Board of Commissioners.**
- 4.4 Ownership of Reports. Any reports distributed to County Staff by the Contractor shall become the property of the County as soon as payment for same has been completed.
- 4.4.1 It is mutually agreed that these documents are to be used by the County solely in connection with this project.
- 4.4.2 In the event the County elects to use portions of or all of the information contained in the documents prepared for this project, for any purpose other than the specific purpose for which they were prepared, the County agrees to hold harmless and indemnify the Contractor for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.
- 4.5 Records and Inspection. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement.
- 4.5.1 The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- 4.6 Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
- 4.6.1 In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.
- 4.7 Matters to be Disregarded. The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

- 4.8 Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- 4.9 Subletting, Assignment or Transfer. Any subletting, assignment or transfer of any services to be performed by the Contractor is hereby prohibited unless prior written consent of the County is obtained.
- 4.10 When Rights and Remedies Not Waived. In no event shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach of default.
- 4.11 Personnel. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this agreement.
- 4.11.1 Such personnel shall not be employees of or have any contractual relationship with the County.
- 4.11.2 All of the services required hereunder will be performed by the Consultant or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
- 4.12 Employment Practices. Neither the Contractor nor the Contractor's agents or employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, color, religion, sex, or national origin, pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes, Reissue 1974 and Section 11.08.180 of the Lincoln Municipal Code.
- 4.13 Copyright. The County acknowledges that the report format to be provided by Consultant is copyrighted.
- 4.13.1 Consultant shall ensure that all of its reports bear the copyright legend.
- 4.13.2 County agrees that all ownership rights and copyrights thereto lie with the Consultant.
- 4.13.3 County may use the report solely for and on behalf of County's operations.
- 4.13.4 County agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees to satisfy its obligations with respect to use, copying, protection, and security of the report format.
- 4.14 Nebraska Laws to Govern. The Laws and jurisdiction of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

4.15 Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fee and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts, and other unlawful conduct and the negligence, tortious acts, and other unlawful conduct of its respective agents, officer, and employees.

4.15.1 The Contractor shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

4.16 Delays. Consultant shall not be liable for delays in performance caused in whole or in part by County, third parties, or forces de majeure.

4.16.1 The period of performance shall be extended by the time period of the delay contemplated by this paragraph.

4.17 Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by both parties hereto in the United States mail, postage paid, with the addresses noted below:

COUNTY CONTACT  
NAME  
ADDRESS  
STATE/ZIP

CONTRACTOR CONTACT  
NAME  
ADDRESS  
STATE/ZIP

4.18 Independent Contractor. It is the expressed intent of the parties that this Agreement shall not create an employer-employee relationship.

4.18.1 Employees of the Consultant shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Consultant.

4.18.2 Consultant and County shall be responsible to their respective employees for all salary and benefits.

4.18.3 Neither Consultant's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave.

4.18.4 The Consultant shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and other payroll taxes with respect to its employees' compensation.

## **SECTION V – INCORPORATED INTO THE AGREEMENT**

5. This document without exhibits is referred to as the "Agreement".
- 5.1 Exhibits ("A" to "E") referenced below and attached, are hereby incorporated herein by reference:
- 5.1.1 Exhibit A - Detailed Scope of Services
- 5.1.2 Exhibit B - Contractor's Accepted Proposal
- 5.1.3 Exhibit C - County's Request for Proposal (RFP #SPEC)
- 5.1.4 Exhibit D - Interview / negotiation issues and Final Fees
- 5.1.5 Exhibit E - Insurance Requirements
- 5.3 The County reserves the right to initiate change to any provision of this Agreement.
- 5.3.1 All such changes shall be accomplished only by mutually signed Amendments.
- 5.3.2 No change hereto shall be valid unless in the form of a signed Amendment prepared and approved by both parties.
- 5.4 Contractor shall indemnify and save harmless Lancaster County, Nebraska, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, arising from the activities of Contractor or of Contractor's agents, servants, or employees.
- 5.4.1 In this connection, Consultant shall carry insurance in the following kinds and minimum limits as indicated in Exhibit E.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

ATTEST AS TO FORM:

LANCASTER COUNTY, NEBRASKA

\_\_\_\_\_  
County Attorney

By \_\_\_\_\_  
County Board of Commission, chair

**Lancaster County Board of Commission**  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508  
Dated \_\_\_\_\_

**CONTRACTOR**

CONTACT  
ADDRESS  
STATE/ZIP

By \_\_\_\_\_  
Printed \_\_\_\_\_

Title \_\_\_\_\_  
Dated \_\_\_\_\_

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